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March 30, 2001

William Bullard, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Amendment No. 2 to the Interconnection Agreement between NewPath Holdings, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

Dear Mr. Bullard:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of Amendment No. 2 to the Interconnection Agreement between NewPath Holdings, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between NewPath Holdings, Inc. and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission effective August 16, 2000 in Docket No. TC00-099.

Amendment No. 2 replaces the existing Collocation Section, in its entirety, with the attached Collocation terms, conditions and rates, as set forth in Attachment 1 and Exhibit A to this Amendment.

NewPath Holdings, Inc. has authorized Qwest to submit this Agreement on NewPath's behalf.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.


Thomas J. Welk

TJW/vjj

Enclosures

cc: Mick Herke (w/o encls.)
Ms. Colleen Sevoid
Cheryl Moore (w/o encls.)

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APR 02 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Amendment No. 2
to the
Interconnection Agreement
between
Qwest Corporation, f/k/a U S WEST Communications, Inc.
and
NewPath Holdings Inc.
for the State of South Dakota**

This is Amendment No. 2 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and NewPath Holdings Inc. ("New Path"), a Delaware corporation. Qwest and New Path shall be known jointly as the "Parties".

RECITALS

WHEREAS, NewPath Holdings Inc. elected to pick and choose, in its entirety, an Interconnection Agreement between Covad Communications Company and U S WEST Communications, Inc. that was approved by the South Dakota Public Utilities Commission ("Commission"); and

WHEREAS, the Parties entered into an Interconnection Agreement that was approved by the Commission on August 16, 2000 (the "Agreement"); and

WHEREAS, Qwest is an incumbent local exchange carrier having a statutory duty to provide for "Physical Collocation" of equipment necessary for interconnection or access to unbundled network elements at its central offices and serving wire centers, as well as all buildings or similar structures owned or leased by Qwest that house its network facilities, and all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures ("Premises", "Wire Center", or "Central Office"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing the existing Collocation Section, in its entirety, with the attached Collocation terms, conditions and rates, as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Effective Date

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, New Path must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. New Path will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

NewPath Holdings, Inc.

Mick Herke

Signature

MICK HERKE

Name Printed/Typed

EVP OPERATIONS

Title

1/17/01

Date

Qwest Corporation

Patrick D. Holton

Signature

Patrick D. Holton

Name Printed/Typed

Director Wholesale Marketing

Title

01/18/01

Date

ATTACHMENT 1 COLLOCATION

SECTION 1. COLLOCATION DESCRIPTION

- 1.1 NewPath may collocate any type of equipment permitted under applicable law (including, without limitation, the FCC's Order 99-48 dated March 31, 1999) (hereinafter "FCC Order") that is necessary for Interconnection or access to Unbundled Network Elements pursuant to FCC Rule 51.323(b). Collocation includes the leasing to NewPath of physical space in a Qwest Wire Center, as well as the use by NewPath of power, heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Wire Center. Collocation also allows NewPath to access InterConnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and ancillary services. There are six (6) types of Collocation available – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, InterConnection Distribution Frame Collocation, and Adjacent Collocation. Other forms of legally authorized Collocation may be requested through the BFR Process.

For purposes of access to UNEs, NewPath may elect to place an Interconnection Distribution Frame (ICDF) in its Caged Collocation space, or may hire Qwest to perform this installation. Qwest will run the tie cables from the appropriate Qwest frame into NewPath's Caged Collocation and will terminate such tie cables on the ICDF placed within the cage. Qwest will require access into NewPath's cage to perform this termination.

1.1.1 Virtual Collocation

A Virtual Collocation arrangement, requires NewPath to purchase and deliver to Qwest NewPath's own equipment for Qwest to install and maintain in Qwest's Wire Center. NewPath does not have physical access to its equipment in the Qwest Wire Center. NEBS3 safety standards are required to the extent such standards are met by Qwest's equipment.

1.1.2 Caged Physical Collocation

Caged Physical Collocation allows NewPath to lease caged floor space in square foot increments up to 400 square feet for placement of its equipment within Qwest's Wire Center. Requests for space in excess of 400 square feet will be considered on an individual case basis. NewPath is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within the cage. NEBS1 safety standards are required to the extent such standards are met by Qwest's equipment.

1.1.3 Cageless Physical Collocation

Cageless Physical Collocation is a non-caged area within a Qwest Wire Center. Space will be made available in single frame bay increments. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing Qwest standard equipment bay configurations in which NewPath can place and maintain its own equipment. NewPath is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross-connections required within NewPath's leased collocation space. NEBS3 safety standards are required to the extent such standards are met by Qwest's equipment.

1.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation allows two or more Co-Providers to share a single collocation enclosure. Under Shared Physical Collocation, one Co-Provider obtains a Caged Physical Collocation arrangement, and another Co-Provider, pursuant to the terms of its approved interconnection agreement, may share use of that space, in accordance with terms and conditions agreed to between the two (2) Co-Providers. Qwest may not increase the cost of site preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and material to a single collocating party. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating Co-Provider based on the percentage of the total space utilized by that Co-Provider. Qwest shall not place unreasonable restrictions on NewPath's use of a collocation cage, such as limiting NewPath's ability to contract with other Co-Providers to share NewPath's collocation cage in a sublease-type arrangement. In addition, if two or more Co-Providers who have interconnection agreements with Qwest utilize a shared collocation arrangement, Qwest shall permit each Co-Provider to order UNEs to and provision service from that shared collocation space, regardless of which Co-Provider was the original collocator. NEBS1 safety standards are required to the extent such standards are met by Qwest's equipment.

1.1.5 Interconnection Distribution Frame (ICDF) Collocation

Where NewPath does not require its equipment to be placed in a Qwest Central Office, but wishes only to combine Qwest UNEs, ICDF Collocation is available. Qwest does not seek to require ICDF Collocation where NewPath does require or in fact places equipment in the Qwest Central Office.

... upon which NewPath terminations will be placed (voice grade, DS0, DS1, DS3, and OCn).

The combination of the UNEs shall be completed at the appropriate Qwest cross-connect device. Such devices will be located within Qwest Central Offices for common or dedicated usage. The cross-connect devices accommodate analog voice grade, DS0, DS1, DS3 and OCn terminations. Tie cable arrangements between the various Qwest distribution frames may be required and will be provided in a nondiscriminatory manner.

1.1.6 Adjacent Collocation

Adjacent Collocation – is available in those instances where there is insufficient space in the Qwest Wire Center to accommodate any of the other forms of collocation. The specific terms and conditions for adjacent collocation will be developed on an individual case basis, depending on the specific needs of CLEC and the unique nature of the available adjacent space. Upon request for Adjacent Collocation, from CLEC, the parties will meet to develop a consensual plan for accommodating that request.

SECTION 2. COLLOCATION TERMS AND CONDITIONS - ALL COLLOCATION

- 2.1 Qwest shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory. Both Parties agree to act in accordance with applicable law and regulation including without limitation orders of the State Commission and the Federal Communications Commission ("FCC").
- 2.2 NewPath may construct its own connection, using copper or optical fiber equipment, between NewPath's equipment and that of another Co-Provider. Using an approved vendor, NewPath may place its own connecting facilities outside of the actual physical collocation space, subject only to reasonable safety limitations. Qwest agrees to permit NewPath to provide the connections outlined in this Section with the express understanding that such permission is voluntary and that Qwest is not currently required by law to allow such connections. The Parties agree that the positions taken and services offered in this Amendment are without prejudice to any position that the Parties may take in any other forum.
- 2.3 NewPath must identify what equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to NewPath-provided cross-connection device.

ICDFs are shared cross-connect devices used by Qwest and Co-Providers alike. Qwest will determine the appropriate cross-connect device.

- 2.4 All equipment placed will meet NEBS safety standards to the extent such standards are met by Qwest's equipment and will be installed in accordance with U S WEST Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390 to the extent Qwest's own equipment complies with such standards. Qwest shall provide standard central office alarming pursuant to U S WEST Technical Publication 77390 within the Central Office environment, but not to NewPath's equipment. NewPath is responsible for the monitoring of its own equipment. Qwest may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards Qwest applies to its own equipment, nor on the ground that equipment fails to comply with NEBS performance standards. In the event Qwest denies a collocation request, citing safety standards, Qwest must provide NewPath within five (5) business days of the denial a list of all equipment that Qwest locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends NewPath's equipment fails to meet.
- 2.5 Requests for Collocation may be denied due to the lack of sufficient space in a Qwest Central Office for placement of NewPath's equipment. If Qwest determines that the amount of space requested by NewPath for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered for Caged Physical Collocation. Alternatively, NewPath will be offered Cageless Physical Collocation (bay at a time), Virtual Collocation or Adjacent Collocation (at NewPath's election) as an alternative to Caged Physical Collocation. In the event the original collocation request is not available due to lack of sufficient space, and NewPath did not specify an alternative form of collocation on the original order form, NewPath will be required to submit a new order for NewPath's preferred alternative collocation arrangement. If an alternative was specified on the original order, then the alternative will immediately be considered without requiring a new application form and without extending the feasibility study intervals. In the event that Qwest requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.
- 2.6 Requests for Collocation from NewPath will be processed on a first come, first serve basis by Qwest, but in the event NewPath submits requests for Collocation, such that more than five (5) requests per week, per state are received by Qwest, the following procedure shall apply:
- 2.6.1 Qwest and NewPath shall work cooperatively and in good faith to establish a project plan and schedule to implement NewPath's requests for Collocation. The project plan shall establish staggered due dates on both the up-front and ready-for-service dates, and outline responsibilities for each Party;

- 2.6.2 The project plan established by Qwest and NewPath to implement NewPath's request for Collocation may also be used by NewPath to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by NewPath are being processed by Qwest;
- 2.6.3 Should the Parties not reach agreement on the project plan, NewPath's requests for Collocation shall be addressed by Qwest on an individual case basis. Disputes about the handling of such requests shall be resolved under the Dispute Resolution provision of the Agreement.
- 2.7 If Qwest denies a request for Collocation in a Qwest Wire Center due to space limitations, Qwest shall allow NewPath representatives to tour the entire Wire Center Premises escorted by Qwest personnel within ten (10) days of the denial of space. Such tour shall be without charge to NewPath. If, after the tour of the Premises, Qwest and NewPath disagree about whether space limitations at the Wire Center make Collocation impractical, Qwest and NewPath may present their argument to the Commission. The parties agree to act promptly and to submit any information relevant to resolving the dispute to the Commission and to thereafter, seek expedited resolution by the Commission.
- 2.7.1 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where physical collocation is not practical because of space limitations.
- 2.7.2 Qwest must submit to NewPath within ten (10) days of submission of a request a report indicating available collocation space in a particular Qwest Wire Center. This report must specify the amount of collocation space available at each requested Qwest Wire Center, the number of collocators, and any modifications in the use of the space since the last report. The report must also include measures that Qwest is taking to make additional space available for collocation. Qwest will maintain a publicly available document, posted for viewing on the Qwest website, indicating all Premises that are full, and will update this document within ten (10) calendar days of the date at which a Premises runs out of physical space.
- 2.7.3 If a request for Collocation is denied due to a lack of space in a Qwest Central Office, NewPath may request Qwest to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. NewPath has thirty (30) days to accept the quote. If NewPath accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion.

- 2.7.4 Reclamation may include grooming and space reclamation. Grooming is the moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for interconnection. Space reclamation is the recovery of administrative space that can be reconditioned for the placement of equipment for the purposes of collocation. Qwest shall, upon request, remove obsolete unused equipment from its Central Office to increase the amount of space available for Collocation. NewPath shall not be charged for the removal of obsolete unused equipment from the Qwest Central Office.
- 2.8 NewPath terminations will be placed on the appropriate Qwest cross connection frames using standard engineering principles. NewPath terminations will share frame space with Qwest terminations on Qwest frames. NewPath terminations shall not require an intermediate device in lieu of direct connection to Qwest's network if technically feasible, consistent with Qwest's regulatory and statutory rights and obligations. NewPath will not be given hands-on access to the COSMIC™ or MDF.
- 2.9 All equipment and installation shall meet earthquake rating requirements.
- 2.10 Transmission Facility Access to Collocation Space For Virtual or Physical Collocation, NewPath may select from four (4) optional methods for facility access to its collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line services, 3) unbundled network elements, and 4) obtain service from a third party terminating at the POI or a third party's collocation in that Central Office.
- 2.11 Collocation Fiber Entrance Facilities. Qwest offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between NewPath's collocated equipment within the Qwest Central Office and a Collocation Point of Interconnection (C-POI) outside the Central Office where NewPath shall terminate its fiber-optic facility.
- 2.12 NewPath is responsible for providing its own fiber facilities to the C-POI outside Qwest's Central Office. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to NewPath's leased collocation space (Caged or Cageless Physical Collocation) or NewPath's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or NewPath's equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility.
- 2.13 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between NewPath's fiber facilities delivered to the C-POI and NewPath's collocation space in increments of 12 fibers. NewPath's fiber cable is

spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is placed between NewPath's collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and NewPath's interconnection cable.

Cross-connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between NewPath's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. NewPath's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the office. This option provides maximum flexibility in distributing fibers within the Central Office and readily supports Virtual and Cageless Physical Collocation and multiple Co-Provider locations in the office. This option also supports transitions from one form of collocation to another.

Express Fiber Entrance Facility -- Qwest will place a NewPath-provided fiber cable from the C-POI directly to NewPath's collocation space. If NewPath's provided fiber cable does not meet fire rating requirements, a transition splice will occur in the cable vault to insure that the cable within the Qwest office meets requirements. The fiber cable placed in the Wire Center must meet fire rating requirements. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoral and one for a shared entrance cable).

- 2.14 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.
- 2.15 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process. All costs and provisioning intervals for non-standard entrances will be developed on an individual case basis.
- 2.16 Dual entry into a Qwest Wire Center will be provided only when two entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires a Collocation entrance facility for its own use, then the needs of NewPath will also be taken into consideration.

- 2.17 As an alternative to the Fiber Entrance Facilities described above, NewPath may purchase, where available, Qwest tariffed or cataloged Private Line services between its Wire Center and its collocation space in a Qwest Wire Center or other facilities from other collocated service providers as long as such arrangements are technically feasible and meet established safety standards.
- 2.18 As an alternative to the Fiber Entrance Facilities described above, NewPath may purchase Extended Unbundled Dedicated Interoffice Transport (E-UDIT) between NewPath's Wire Center and NewPath's collocation space in the Qwest serving Wire Center.
- 2.19 Qwest will review the security requirements and hours of access with NewPath. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all NewPath approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.
- 2.20 Qwest shall provide access to existing eyewash stations, restrooms, and drinking water within the Wire Center on a twenty-four (24) hours per day, seven (7) days per week basis for NewPath personnel and its designated agents.
- 2.21 NewPath shall be restricted to corridors, stairways, and elevators that provide direct access to NewPath's space, or to the nearest restroom facility, eyewash station or drinking water from NewPath's designated space, and such direct access will be outlined during NewPath's orientation meeting. Access shall not be permitted to any other portion of the building.
- 2.22 Nothing herein shall be construed to limit NewPath's ability to obtain any or all types of Qwest Caged Physical Collocation in a single location, provided space is available.
- 2.23 Cancellation of Collocation Request. NewPath may cancel a collocation request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. NewPath shall be responsible for payment of all costs incurred by Qwest up to the point where cancellation is received.
- 2.24 Termination of Collocation Arrangement. NewPath may terminate a completed collocation arrangement by submitting a written request via certified mail to the Qwest Account Manager. Qwest shall provide NewPath a quotation for the reasonable costs of removing NewPath's collocated equipment and cabling, which will be paid by NewPath within thirty (30) days of the removal of the equipment and cabling by Qwest.
- 2.25 Intentionally left blank for numbering consistency.
- 2.26 Qwest will provide NewPath the same connection to the network as Qwest uses for provision of services to Qwest end users. The direct connection to Qwest's

network is provided to NewPath through direct use of Qwest's existing cross connection network. NewPath and Qwest will share the same distributing frames Qwest for similar types and speeds of equipment, where technically feasible and space permitting.

CLEC terminations will be placed on the appropriate Qwest cross connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device, such as a Single Point (SPOT) frame, and without direct access to the COSMIC (TM) or MDF. This provides a clear and logical demarcation point for Qwest and CLEC.

If CLEC disagrees with the selection of the Qwest cross-connection frame, CLEC may request a tour of the Qwest Wire Center to determine if cross connection frame alternatives exist, and may request, through the BFR process, use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's collocation space to the MDF or COSMIC frame.

- 2.27 Intentionally left blank for numbering consistency.
- 2.28 For Caged Physical Collocation, NewPath's leased floor space will be separated from other Co-Providers and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or NewPath may choose from Qwest approved contractors to construct the cage in accordance with the technical publications listed below. All NewPath equipment placed will meet NEBS safety standards to the extent such standards are met by Qwest's equipment, will be installed in accordance with U S WEST Technical Publications 77350, 77351, 77355, 77385, 77390 and 77367, to the extent Qwest's own equipment complies with such standards and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. U S WEST's Technical Publications 77350 and 77351 must be in the possession of NewPath and its agents at the site during all work activities.
- 2.29 All equipment placed in NewPath's collocation area will be subject to the same safety standards that Qwest imposes on itself. Qwest may conduct visual audits to the extent reasonably required to ensure the compliance of NewPath's equipment with applicable safety standards, limited to three (3) audits per year. Qwest will notify NewPath three (3) business days in advance of the scheduled time and date of the audit. A NewPath representative can accompany the Qwest auditors during their inspection of safety conditions in NewPath's collocation area. NewPath will have fifteen (15) days from the date NewPath receives written notification from Qwest of any alleged non-compliance with applicable safety standards to take appropriate steps to correct the condition. Any disputes over alleged non-compliance shall be resolved by the Dispute Resolution contained in the Agreement. No equipment will be removed or modified without prior consent of NewPath or State Commission approval unless there is an imminent safety emergency.

SECTION 3. COLLOCATION TERMS AND CONDITIONS - VIRTUAL COLLOCATION

- 3.1 Qwest is responsible for installing and maintaining Virtual Collocated equipment for the purpose of Interconnection or to access unbundled loops, ancillary and finished services.
- 3.2 NewPath will be responsible for obtaining and providing to Qwest administrative codes, (e.g., common language codes), for all equipment provided by NewPath and installed in Wire Center buildings.
- 3.3 NewPath shall ensure that upon receipt of NewPath's Virtual Collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest, at NewPath's expense. NewPath shall advise the manufacturer and seller of the Virtual Collocated equipment that NewPath's equipment will be possessed, installed and maintained by Qwest.
- 3.4 NewPath's Virtual Collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, Qwest Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective to the extent any such standard governs safety and to the extent Qwest's equipment complies with such standards. NewPath shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of NewPath's Virtual Collocated equipment.
- 3.5 NewPath will specify all options necessary for the on-site maintenance by Qwest of NewPath's Virtually Collocated equipment. All other software options will be maintained by NewPath via remote access. NewPath will provide an inventory of all plug-ins used in NewPath's equipment.
- 3.6 NewPath will be responsible for payment of reasonable and necessary Qwest Direct Training Charges associated with training Qwest employees for the maintenance, operation and installation of NewPath's Virtual Collocated equipment when such equipment is different than the standard equipment used by Qwest in that Central Office. This includes per diem charges (i.e., expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.
- 3.7 NewPath will be responsible for payment of reasonable and necessary charges incurred in the maintenance and/or repair of NewPath's Virtual Collocated equipment.

SECTION 4. COLLOCATION TERMS AND CONDITIONS - CAGED PHYSICAL COLLOCATION

- 4.1 Qwest shall provide Caged Physical Collocation to NewPath for access to UNEs and/or interconnection, except that Qwest may offer an alternative form of collocation if Qwest demonstrates to the Commission that Caged Physical Collocation is not practical for technical reasons, such as, space limitations, as provided in Section 251(c)(6) of the Act.
- 4.2 Physical Collocation is offered in Wire Centers on a space-available, first come, first-served basis.
- 4.3 The maximum standard leasable amount of floor space for Caged Physical Collocation is 400 square feet. Requests greater than 400 square feet will be considered by Qwest on an individual case basis. NewPath must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work surfaces.
- 4.4 Qwest will design the floor space within each Wire Center that will constitute NewPath's leased space. NewPath will, in accordance with the other terms and conditions of the Agreement, have access to its leased space.
- 4.5 When Qwest constructs the Collocated space, Qwest will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed, pursuant to U S WEST's Technical Publication 77350, 77351, 77355, 77386, 77390 and 77367 including all construction of NewPath's leased physical space and the riser from the vault to the leased physical space.
- 4.6 NewPath owns and is responsible for the installation, maintenance and repair of its equipment located within the Physical Collocated space leased from Qwest.
- 4.7 Shared Space Caged Physical Collocation is covered in subsequent Sections of this Amendment.
- 4.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with NewPath in matters of joint testing and maintenance.
- 4.9 If, during installation, Qwest determines NewPath activities or equipment do not comply with the NEBS safety standards listed in this Section, and Qwest's equipment does comply with such standards, or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, Qwest has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of Qwest employees, demonstrably interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, Qwest may perform such work and/or take action as is necessary to correct the condition at NewPath's expense if NewPath

fails to perform necessary corrective work after notice. No equipment will be removed or modified without prior consent of NewPath or State Commission approval unless there is an imminent safety emergency.

- 4.10 Qwest shall provide basic telephone service with a connection jack at the request of NewPath for Caged or Cageless Physical Collocated space. Upon NewPath's request, this service shall be available per standard Qwest business service provisioning processes and rates.

SECTION 5. COLLOCATION TERMS AND CONDITIONS - CAGELESS PHYSICAL COLLOCATION

- 5.1 NewPath owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from Qwest. NewPath may access its own Collocated equipment.
- 5.2 For Cageless Physical Collocation, the minimum square footage is 9 square feet per bay. Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other Co-Providers' equipment bays. NewPath may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide NewPath with adjacent space. Bay dimensions for the 9 sq. feet mentioned above are for a 26" wide bay (upright edge to upright edge), 12"-15" deep, with front and back aisles. Any dimensions larger than these may entail ICB intervals and costs, since such dimensions would not fit in the standard transmission aisle lineup. If spacers are desired, NewPath must note those needs on the collocation form. Such spacers added space requirements may not be available and may require added costs to provision.

SECTION 6. COLLOCATION TERMS AND CONDITIONS - ICDF COLLOCATION

- 6.1 InterConnection Distribution Frame (ICDF) Collocation is available for Co-Providers who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides Co-Providers with access to the InterConnection Distribution Frame, where Qwest will terminate the unbundled network elements and ancillary services ordered by NewPath. Under ICDF Collocation, NewPath is responsible for combining one UNE to another UNE or ancillary service by running a jumper on the ICDF. NewPath access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section.
- 6.2 All Qwest terminations on the InterConnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each unbundled network element and ancillary service ordered by NewPath that is terminated on the InterConnection Distribution Frame. Qwest will provide NewPath with the

frame assignments for each unbundled network element and ancillary service terminated on the ICDF.

- 6.3 NewPath will be required to place the jumper connection between frame addresses to connect unbundled loops, ancillary and finished services. NewPath will be required to maintain the records for NewPath-provided jumpers.
- 6.4 To the extent that NewPath's requested use of the InterConnection Distribution Frame results in Qwest incurring building or frame additions other than the ICDF, construction charges will apply, after prior notice and NewPath's consent to proceed and subject to the cost allocation principles in Section 7.15 of this Amendment.

SECTION 7. RATE ELEMENTS - ALL COLLOCATION

- 7.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by NewPath on the Collocation Order Form. If feasibility determines space is available, a quote is then developed by Qwest for the work to be performed.
- 7.2 To the extent available, all charges imposed by Qwest shall be the most recent charges approved by the state commission for the purpose of interconnection and determined pursuant to Section 251 and 252 of the Act. Any charge sought by Qwest that has not been previously approved by the state commission shall be subject to subsequent review and approval by the state commission, at CLEC's option. In the event the parties disagree on a quoted charge or Qwest's entitlement to impose such charge, Qwest will, upon receipt of the quoted amount, proceed with the charged-for activity or service as usual while the disputed charge is referred for Dispute Resolution as provided in the Agreement, with a "true up" if so ordered by the Commission. Disputes under this Section must be brought within ninety (90) days of Qwest's receipt of the quoted charge amount.
- 7.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to NewPath for its Collocation request. The QPF is not credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order.
- 7.4 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance NewPath will deliver a minimum 12 strand fiber cable to the Qwest POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by Qwest. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.

- 7.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to NewPath provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- 7.6 -48 Volt DC Power Charge. Provides -48 volt DC power to NewPath collocated equipment. Charged on a per ampere basis. Power will be billed for the amount specified by the CLEC. No -48 Volt DC Power Charge will be imposed for feeders (e.g., back-up feeders) over which Qwest is not actually providing power.
- 7.7 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.
- 7.8 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to NewPath's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.
- 7.9 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when NewPath requires access to the POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of NewPath.
- 7.10 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration. The cost associated with regeneration will be borne by NewPath.
- 7.11 Cross-Connect Terminations. The Cross-Connect Terminations establish the termination on the appropriate cross-connect device.
- 7.11.1 If Qwest provides the equipment cable for NewPath, terminations of that cable, including hardware and installation, will be provided in the following increments:
- DS0 - In blocks of 100 terminations.
 - DS1 - In increments of 28 terminations
 - DS-3 - In increments of 1 coax pair
 - OCn Level Terminations - In increments of 1 fiber pair

These elements include Qwest provided equipment cables, terminating blocks, installation labor and associated racking required between NewPath collocated equipment and the appropriate cross-connect device.

- 7.11.2. If NewPath elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below:

DS0 Per Termination
 DS1 Per Termination
 DS3 Per Termination
 OCn Level Per Termination

These elements include Qwest provided termination blocks, installation labor and associated racking between NewPath collocated equipment and the appropriate cross-connect device.

- 7.12 Collocation Cable Racking. A charge for cable racking required for placement of NewPath's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCn terminations. Cable Racking is assessed on a per foot charge based on number of cable pairs terminated at the various cross-connect devices.
- 7.13 Collocation Grounding Charge. A charge associated with providing grounding for NewPath's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to NewPath's cage enclosure or common space where required.
- 7.14 Security Charge. The keys/card readers and video cameras as may be required for NewPath access to the Qwest Central Office for the purpose of Collocation. Flat rate charges are assessed per employee, per each Qwest Central Office to which access is required. If escort is required and allowed under applicable law additional charges will apply.
- 7.15 CO Synchronization. CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. NewPath must determine synchronization requirements and notify Qwest of these requirements when ordering the clock signals. The Composite Clock signal is a 64 kHz, nominal 5/8 duty cycle, bipolar return-to-zero signal with a bipolar violation every eighth pulse. The DS1 Clock signal is a framed, all-ones, 1.544 Mbit/s (DS1) signal using the superframe format and Alternate Mark Inversion line code. CO Synchronization is required for collocation services involving digital connections. Synchronization may be required for analog services depending on the IDE involved. CO Synchronization is available where Qwest Wire Centers are equipped with Building Integrated Timing Supply (BITS). CO Synchronization is an option ordered by NewPath on the Collocation Order Form. The recurring rate is billed per equipment bay as set forth in Exhibit A of this Amendment.

- 7.16 Rate Calculation. Qwest will assess ICB charges for site or environmental conditioning or for upgrades to HVAC and power only to the extent the work is reasonably necessary to accommodate NewPath's (or any other Collocator's) collocation request and to the extent the charges are reasonable. To the extent such charges are necessary and appropriate as stated above, Qwest will prorate collocation space preparation charges for site or environmental conditioning by determining the total charge for such site or environmental conditioning and allocating a proportionate charge to NewPath based on the percentage of the total amount of conditioned space utilized by NewPath. Qwest will prorate charges for HVAC and power by determining the total charge and allocating the charge to NewPath based on the percentage of utilization by NewPath of the total calculable amount of such HVAC and power. NewPath will be charged only those costs directly attributable to NewPath.

SECTION 8. RATE ELEMENTS - VIRTUAL COLLOCATION

The following rate elements apply uniquely to Virtual Collocation.

- 8.1 Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of NewPath Virtual Collocated equipment. NewPath is responsible for ordering and delivering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from NewPath. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.
- 8.2 Training Labor -- Provides for the billing of vendor-provided training for Qwest personnel on a metropolitan service area basis, necessary for NewPath Virtual Collocated equipment which is different from Qwest provided equipment. Qwest will require three Qwest employees to be trained per metropolitan service area in which NewPath Virtual Collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require NewPath to provide training for additional Qwest employees for the same Virtual Collocated equipment in the same metropolitan area.
- 8.3 Equipment Bay -- Provides mounting space for NewPath Virtual Collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 75 inches. The monthly rate is applied per shelf.
- 8.4 Engineering Labor -- Provides the planning and engineering of NewPath Virtual Collocated equipment at the time of installation, change or removal.
- 8.5 Installation Labor -- Provides for the installation, change or removal of NewPath Virtual Collocated equipment.

SECTION 9. RATE ELEMENTS - CAGED PHYSICAL COLLOCATION

- 9.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space. It also includes air conditioning (to support NewPath loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or Cageless Collocation or number required by building code) and the cost associated with space engineering. For the Caged Collocation, it includes a nine foot high cage enclosure. NewPath may choose from Qwest approved contractors to construct the space, including the cage in the case of Caged Collocation, in accordance with U S WEST's installation Technical Publications 77351, 77355, 77386, 77390 and 77367 and 77350, to the extent Qwest's equipment complies with such standards. Pricing for the Space Construction and Site Preparation is described in Exhibit A of this Amendment.
- 9.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Wire Center areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.
- 9.3 Grounding Charge - Used to connect the Central Office common ground to NewPath's equipment.

SECTION 10. RATE ELEMENTS - CAGELESS PHYSICAL COLLOCATION

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the nonrecurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay. If a new line-up is established, an AC power outlet will be provided to every other bay in the lineup. Cageless bays placed in an existing line-up will utilize the existing outlets.

SECTION 11. RATE ELEMENTS - ICDF COLLOCATION

- 11.1 The charges for ICDF single terminations shall apply as described above and contained in Exhibit A of this Amendment.
- 11.2 Security Charge. The keys/card readers and cameras as may be required for NewPath access to the Qwest Central Office for the purpose of accessing the InterConnection Distribution Frame. Charges are assessed per NewPath employee, per each Qwest Central Office to which access is required.

SECTION 12. RATES ELEMENTS – SHARED SPACE PHYSICAL COLLOCATION

All rates for Caged Physical Collocation shall apply and shall be distributed among the Co-Providers sharing the caged space.

SECTION 13. ORDERING - VIRTUAL COLLOCATION

- 13.1 Upon receipt of a Collocation Order Form and QPF, Qwest will perform a feasibility study to determine if adequate space can be found for the placement of NewPath's equipment within the Central Office. The feasibility study will be completed within ten (10) calendar days of receipt of the QPF. If space is available, Qwest will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtual Collocated equipment will be processed with a shorter interval.
- 13.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to NewPath. During this period the Collocation entrance facility and space is reserved pending NewPath's approval of the quoted charges. If NewPath agrees to terms as stated in the Collocation Price Quote, NewPath must respond within thirty (30) calendar days with a signed quote, a down payment check for 50% of the quoted charges and proof of insurance. Absent extraordinary circumstances, Qwest will complete the installation within ninety (90) calendar days from receipt of NewPath's equipment provided that space and power is available. Qwest will notify NewPath, in writing, as soon as possible, if any portions cannot be completed within ninety (90) calendar days and will provide NewPath with an estimated completion date. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion. Recurring monthly charges for the Collocation commences upon completion of the Collocation.

SECTION 14. ORDERING - CAGED AND CAGELESS PHYSICAL COLLOCATION

- 14.1 Upon receipt of a Collocation Order Form and QPF, Qwest will perform a feasibility study to determine if adequate space can be found for the placement of NewPath's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, Qwest will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by Qwest will begin. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to NewPath for placement of its equipment.

within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work. Recurring monthly charges for the Collocation commence upon the completion of the Collocation.

- 14.2 Due to unusual circumstances in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Qwest will notify NewPath no later than the date the feasibility study is provided of any such unusual circumstances requiring additional time. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a C-POI and Wire Center DC power upgrades required to meet NewPath's Collocation request.
- 14.3 The intervals above apply to a maximum of five (5) collocation orders per Co-Provider per week. If six (6) or more collocation orders are received from NewPath per state in a one-week period, intervals shall be individually negotiated.

SECTION 15. ORDERING - ICDF COLLOCATION

- 15.1 NewPath shall submit an ICDF Collocation Order Form to Qwest. The ICDF Collocation Order Form shall include a NewPath-provided eighteen (18) month non-binding forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the InterConnection Distribution Frame by Qwest on behalf of NewPath. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each InterConnection Distribution Frame as well as the various other frames within the Qwest Central Office. Included in this forecast will be the termination type (DS0, DS1, DS3) and the quantity of each termination required. Appropriate cross-connect device terminations must be ordered in multiples of the following quantities:
- 100 DS0 terminations
 - 28 DS1 terminations
 - 1 DS3 termination
 - 1 OCn termination
- 15.2 Upon receipt of a Collocation Order Form, Qwest will verify if ICDF capacity is available at the requested Central Office. Verification of cross-connection capacity will be completed within seven (7) calendar days. Qwest will develop a cost quotation for the requested Collocation within thirty five (35) calendar days from verification. Should the requested Central Office require additional cross-connection capability for capacity, Qwest will make such additional capacity available as soon as reasonably possible.
- 15.3 UNEs shall be ordered in accordance with the UNE Section of the Agreement.

SECTION 16. ORDERING – SHARED SPACE CAGED PHYSICAL COLLOCATION

All ordering provisions for Caged Physical Collocation shall also apply to Shared Space Caged Physical Collocation. When desiring space in another Co-Provider's Caged Physical Collocation, NewPath must provide upon request reasonable evidence that the desired sharing arrangement is permitted by the other Co-Providers.

SECTION 17. ORDERING - ALL COLLOCATION

Any changes, modifications or additional engineering requested by NewPath, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, may require a subsequent QPF and Collocation Change Form in accordance with the Change Request Matrix in the Qwest web site. Such requests may cause the original Collocation job to vary from the committed ready for service date, but only as reasonably necessary. Orders that contain minor errors capable of correction within 24 hours after notice shall not be rejected, nor will the start of the installation interval be delayed.

SECTION 18. BILLING - ALL COLLOCATION

- 18.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide NewPath a completion package that will initiate the recurring Collocation charges. Qwest will begin billing the monthly recurring charges stated in the quote and completion package.
- 18.2 In the event Qwest has completed all associated construction activities and NewPath has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), Qwest will begin billing for all monthly Collocation charges. When NewPath is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

SECTION 19. BILLING - VIRTUAL COLLOCATION

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between NewPath and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided under rates and terms specified in this Amendment.

SECTION 20. BILLING - CAGED AND CAGELESS PHYSICAL COLLOCATION

Upon completion of Qwest construction activities and NewPath payment of the remainder of the nonrecurring charges, Qwest will allow NewPath access to the Collocation space. Earlier access will be permitted in accordance with Qwest's Early Access policy. Qwest will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. NewPath will sign off on the completion of the physical space via the Caged

or Cageless Physical Collocation completion package. NewPath may then proceed with the installation of its equipment in the Collocation space. Once NewPath's equipment has been installed and cable is provided for NewPath's equipment terminations, Qwest will complete all remaining work activities.

SECTION 21. MAINTENANCE AND REPAIR

21.1 Virtual Collocation

21.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

21.1.2 Installation and maintenance of NewPath's Virtual Collocated equipment will be performed by Qwest or a Qwest authorized vendor.

21.1.3 Upon failure of NewPath's Virtual Collocated equipment, NewPath is responsible for transportation and delivery of maintenance spares to Qwest at the Wire Center housing the failed equipment. NewPath is responsible for purchasing and maintaining a supply of spares.

21.2 Caged Physical Collocation

NewPath is solely responsible for the maintenance and repair of its equipment located within NewPath's caged space. If two or more Co-Providers agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair arrangements necessitated by such sharing. Qwest assumes no liability for any damages of any kind relating to disputes solely between Co-Providers in Shared Space Caged Physical Collocation where Qwest or its equipment or services are not involved.

21.3 Cageless Physical Collocation

NewPath is solely responsible for the maintenance and repair of its equipment located within NewPath's cageless physical space.

21.4 ICDF Collocation

In ICDF Collocation, NewPath is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, NewPath is required to provide its own tools for such operations.

SECTION 22. REVISED FCC RULES

The parties acknowledge that on August 10, 2000, in CC Docket No. 99-147, FCC 00-297, the FCC adopted revisions to its collocation rules ("Revised FCC Rules"). The parties agree that, once effective, the rights and obligations contained in the Revised FCC Rules shall apply to the parties under this Amendment.

**EXHIBIT A
SOUTH DAKOTA COLLOCATION RATES**

8.0 Collocation			
8.1 All Collocation			
8.1.1	Quote Preparation Fee	AT&T Contract Fees According to be negotiated	\$1,000.00
8.1.2	Collocation Entrance Facility, per Fiber Pair	\$107.07	\$1,000.00
8.1.3	Cable Splicing		
	Fiber - Per Set-Up		\$24.00
	Per Fiber Spliced		\$1.25
8.1.4	-48 Volt DC Power Usage, per Ampere, per Month	\$15.24	
8.1.5	-48 Volt DC Power Cable, per Foot, Per A and B Feeder		
	20 Amp Feed	\$2.11	\$30.27
	40 Amp Feed	\$2.15	\$35.25
	60 Amp Feed	\$2.17	\$37.23
	100 Amp Feed	\$2.25	\$44.25
	200 Amp Feed	\$2.45	\$54.25
	300 Amp Feed	\$2.55	\$57.25
	400 Amp Feed	\$2.75	\$64.25
8.1.6	AC Power Feed		
8.1.6.1	AC Power Feed – per Amp, per Month		
	120 V	\$12.17	
	208 V, Single Phase	\$11.38	
	208 V, Three Phase	\$14.35	
	240 V, Single Phase	\$12.27	
	240 V, Three Phase	\$12.64	
	480 V, Three Phase	\$12.27	
8.1.6.2	AC Power Feed – per Foot, per Month		
	20 Amp, Single Phase	\$0.02	\$1.00
	20 Amp, Three Phase	\$0.02	\$1.00
	30 Amp, Single Phase	\$0.02	\$1.00
	30 Amp, Three Phase	\$0.02	\$1.00
	40 Amp, Single Phase	\$0.02	\$1.00
	40 Amp, Three Phase	\$0.02	\$1.00
	50 Amp, Single Phase	\$0.02	\$1.00
	50 Amp, Three Phase	\$0.02	\$1.00
	60 Amp, Single Phase	\$0.02	\$1.00
	60 Amp, Three Phase	\$0.02	\$1.00
	100 Amp, Single Phase	\$0.02	\$1.00
	100 Amp, Three Phase	\$0.02	\$1.00
8.1.7	Inspector Labor, per Half Hour		
	Regular Hours Rate		\$2.00
	After Hours Rate, minimum 3 hours		\$27.00

8.1.8	Channel Regeneration		
	8.1.9.1 DS1 Regeneration	\$12.21	\$11.00
	8.1.9.2 DS3 Regeneration	\$75.51	\$70.00
8.1.9	Collocation Terminations		
	8.1.8.1 Block Terminations		
	DS0	\$1.20	\$1.00
	DS1	\$0.9387	\$0.85
	DS3	\$0.5324	\$0.50
	8.1.9.2 Per Termination		
	DS0	\$0.0000	\$0.00
	DS1	\$0.0240	\$0.02
	DS3	\$0.3350	\$0.30
8.1.10	Security		
	Per Employee, per Card	\$7.09	
	Central Office Security Infrastructure	ICB	ICB
8.1.11	Central Office Clock Synchronization		
	Synchronization – Composite Clock, per Port	\$3.90	
8.2	Virtual Collocation		
	8.2.1 Maintenance Labor, per Half Hour		
	Regular Hours Rate		\$114.54
	After Hours Rate		\$132.54
	8.2.2 Training Labor, per Half Hour		
	Regular Hours Rate		\$24.54
	8.2.3 Equipment Bay -recurring, per Shelf	\$31.89	
	8.2.4 Engineering Labor, per Half Hour		
	Regular Hours Rate		\$114.54
	After Hours Rate		\$132.01
	8.2.5 Installation Labor, per Half Hour		
	Regular Hours Rate		\$24.54
	After Hours Rate		\$28.54
	8.2.6 Floor Space Lease, per Square Foot		
	Zone 1	\$2.75	
	Zone 2	\$2.26	
	Zone 3	\$2.00	
8.3	Caged and Cageless Physical Collocation		
	8.3.1 Space Construction	ICB	ICB
	8.3.2 Site Preparation	ICB	ICB
	8.3.3 Floor Space Lease, per Square Foot		
	Zone 1	\$2.75	
	Zone 2	\$2.26	
	Zone 3	\$2.00	
	8.3.4 Grounding		
	2/0 AWG - per foot	\$0.1350	\$0.11
	1/0 AWG - per foot	\$0.2600	\$0.20

4/0 AWG - per foot		\$0.2385	\$11.54
350 kcmil - per foot		\$0.3673	\$17.07
500 kcmil - per foot		\$0.4283	\$19.50
750 kcmil - per foot		\$0.5314	\$24.70

NOTES:

* Unless otherwise indicated, all rates are pursuant to the U S WEST and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.

[1] Rates not addressed in U S WEST/AT&T Interconnection Arbitration Docket. (TELRIC based where required.)

[3] ICB, Individual Case Basis pricing.

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 29, 2001 through April 04 , 2001

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

NATURAL GAS

GE01-002 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

MidAmerican Energy Company has filed to revise its South Dakota Gas and Electric Tariff Sample Bill Form. These changes to the bill format eliminate the gas transport charge line item and update the company contact information.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 03/30/01
Intervention Deadline: 04/13/01

TELECOMMUNICATIONS

TC01-032 In the Matter of the Filing for Approval of a First Amendment to an Interconnection Agreement between Qwest Corporation and TW Wireless, L.L.C.

On March 29, 2001 a First Amendment to an Interconnection Agreement between Qwest Corporation (Qwest) and TW Wireless, L.L.C. (TW) was filed with the Commission for approval. The Agreement is a negotiated agreement between the parties and was originally approved by the Commission effective February 11, 2000 in docket TC99-123. According to the parties the Amendment is made to include the addition of a Single Point of Presence (SPOP) in the LATA language set forth in Attachment 1 to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than April 18, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly D. Frazier
Date Docketed: 03/29/01
Initial Comments Due: 04/18/01

TC01-033 In the Matter of the Application of Quick Tel, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Quick Tel, Inc. has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. Quick Tel is a reseller and intends to offer 1+ and 101XXXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, travel card service, and prepaid calling card service throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 03/30/01
Intervention Deadline: 04/20/01

TC01-034 In the Matter of the Filing for Approval of a Second Amendment to an Interconnection Agreement between Qwest Corporation and NewPath Holdings, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING FOR))	ORDER APPROVING
APPROVAL OF A SECOND AMENDMENT TO))	SECOND AMENDMENT TO
AN INTERCONNECTION AGREEMENT))	AGREEMENT
BETWEEN QWEST CORPORATION AND))	
NEWPATH HOLDINGS, INC.))	TC01-034

On April 2, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a second amendment to an interconnection agreement between NewPath Holdings, Inc. (NewPath) and Qwest. The second amendment replaces the existing Collocation Section, in its entirety, with the attached Collocation terms, conditions and rates, as set forth in Attachment 1 and Exhibit A to this amendment.

On April 5, 2001, the Commission electronically transmitted notice of the filing of the second amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until April 23, 2001, to do so. No comments were filed.

At its duly noticed May 8, 2001, meeting, the Commission considered whether to approve the negotiated second amendment to the agreement between Qwest and NewPath. Commission Staff recommended its approval.


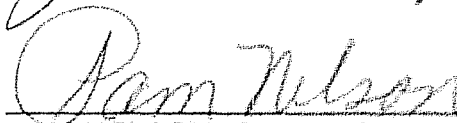
The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the second amendment does not discriminate against a telecommunications carrier that is not a party to the second amendment and the second amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the second amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated second amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 11th day of May, 2001.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By: <u>Rebecca Kelsch</u>	
Date: <u>5/14/01</u>	
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

 _____ JAMES A. BURG, Chairman	 _____ PAM NELSON, Commissioner
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